

STOCKTON CITY COUNCIL

**RESOLUTION APPROVING THE AMENDMENT TO COLLECTION SERVICE AGREEMENT
FOR SOLID WASTE, RECYCLABLE MATERIALS, AND GREEN WASTE AND FOOD
WASTE BETWEEN THE CITY OF STOCKTON AND USA WASTE OF CALIFORNIA, INC.
dba STOCKTON SCAVENGERS ASSOCIATION ("WASTE MANAGEMENT")**

WHEREAS, the City and USA Waste of California, Inc. dba Stockton Scavengers Association ("Waste Management") entered into a Collection Service Agreement for Solid Waste, Recyclable Materials, and Green Waste and Food Waste (the "Agreement") effective June 1, 2004; and

WHEREAS, the City Council, by Resolution 04-0082, amended said Agreement to establish a default solid waste container size, to include one (1) additional community cleanup event to the Contractor's scope of services, and to specify a date certain for full implementation of food waste collection and processing services; and

WHEREAS, City and Contractor desire to again amend said Agreement to provide for changes in the "Clean Sweep" curbside bulky item collection schedule; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the Amendment to Collection Service Agreement for Solid Waste, Recyclable Materials, and Green Waste and Food Waste between the City of Stockton and USA Waste of California, Inc. dba Stockton Scavengers Association ("Waste Management"), is hereby approved.
2. That the City Manager is hereby authorized and directed to execute said Amendment, which is attached as Exhibit "A" and by reference made a part hereof.
3. That the City Manager is hereby authorized to take all actions that are appropriate to carry out the purposes and intent of this resolution.

PASSED, APPROVED and ADOPTED JAN 23 2007.

ATTEST:



Katherine Gong Meissner
KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

Edward J. Chavez
EDWARD J. CHAVEZ
Mayor of the City of Stockton

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City Atty: 30P
Review _____
Date JAN 11 2007



CITY OF STOCKTON

OFFICE OF THE CITY ATTORNEY

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209/937-8333 • Fax 209/937-8898
www.stocktongov.com

REPLY TO: _____

DATE: August 27, 2007

TO: KATHERINE GONG MEISSNER, City Clerk

FROM: PAULA CAZALE, Executive Assistant

RE: AMENDMENT TO COLLECTION SERVICE AGREEMENT BETWEEN THE CITY OF STOCKTON AND USA WASTE OF CALIFORNIA, INC.--SOLID WASTE, RECYCLABLE MATERIALS, AND GREEN WASTE AND FOOD WASTE SERVICES

Attached is a fully executed Amendment to Agreement dated January 23, 2007. Said Amendment was authorized by City Council Resolution No. 07-0036, adopted on January 23, 2007.

Please retain said Amendment in your files.

RICHARD E. NOSKY, JR.
CITY ATTORNEY

By 
PAULA CAZALE
EXECUTIVE ASSISTANT

plc

Attachment

cc: Public Works Dept. (Attn: Mike Miller)
USA Waste of California, Inc.
Attn: District Manager
Stockton Scavengers Assn.
1240 Navy Drive
Stockton CA 95206

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**AMENDMENT TO
COLLECTION SERVICE AGREEMENT
FOR
SOLID WASTE, RECYCLABLE MATERIALS, AND GREEN WASTE AND
FOOD WASTE**

This Amendment to Collection Service Agreement for Solid Waste, Recyclable Materials, and Green Waste Services is made and entered into on JAN 23 2007, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "City," and USA Waste of California, Inc. dba Stockton Scavengers Association ("Waste Management") hereinafter referred to as "Contractor," to provide for changes in the "Clean Sweep" curbside bulky item collection schedule.

WITNESSETH:

WHEREAS, the City Council, by Ordinance No. 013-03, granted a franchise to USA Waste of California, Inc. for Solid Waste, Recyclable Materials and Green Waste and Food Waste Collection Services on April 29, 2003. Terms of the franchise are specified in a "Collection Service Agreement" between the City of Stockton and USA Waste Collection of California, Inc. hereinafter referred to as "Agreement."

WHEREAS, the City Council, by Resolution 04-0082, amended said Agreement to establish a default solid waste container size, to include one (1) additional community cleanup event to the Contractor's scope of services, and to specify a date certain for full implementation of food waste collection and processing services.

WHEREAS, City and Contractor desire to provide for changes in the "Clean Sweep" curbside bulky item collection schedule.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

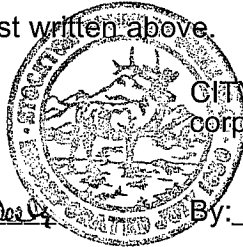
1. Article 4.6 (Scope of Services, Free Neighborhood Cleanup Program), Exhibit A-6 (Scope of Work, Neighborhood Cleanup Program), Exhibit H-2 (Street Sweeping and Seasonal Leaf Collection Service Requirements), and Exhibit M (Implementation and Customer Service Plan, Neighborhood Cleanup Program) are hereby amended to include the following provisions.

A. In coordination with the City, and as further specified in Exhibit J of the Agreement, Contractor shall provide a bulky item curbside collection daily throughout the community instead of on a designated Saturday as in the past. The City will be divided into nine sections representing a nine-month program running from February through October of each year. The bulky item collection services will be provided on specific weekdays in each of the nine collection months. This service is to be provided with no additional compensation to the Contractor.

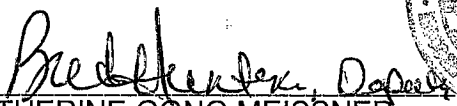
2. All other terms and conditions of said original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be executed on the date and year first written above.

ATTEST:



CITY OF STOCKTON, a municipal corporation

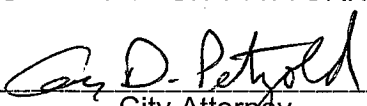

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

By: 
J. Gordon Palmer, Jr.
City Manager

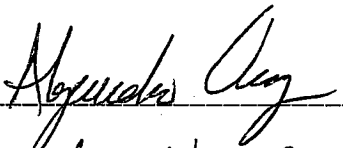
APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By:


Cary D. Petyold
City Attorney

By:


Title: Area Vice-President

USA Waste of California, Inc. dba
Stockton Scavengers Association
("Waste Management")